

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VII
901 N. 5TH STREET
KANSAS CITY, KANSAS 66101

03 APR 14 AM 10:34
ENVIRONMENTAL PROTECTION
AGENCY-REGION VII
REGIONAL HEARING CLERK

In the Matter of:)
Palmer Mfg. and Tank, Inc.) Docket No. CAA-7-2003-0006
2814 West Jones Avenue)
Garden City, KS 67846) **CLEAN AIR ACT**
Respondent) 42 U.S.C. § 7410
) **CONSENT AGREEMENT AND**
) **FINAL ORDER**

A. PRELIMINARY STATEMENT

This proceeding for the assessment of civil penalties was initiated on October 31, 2002 by the United States Environmental Protection Agency ("Complainant"), pursuant to Section 113 of the Clean Air Act ("CAA"), as amended, 42 U.S.C. 7413, when Complainant issued to Respondent a Complaint and Notice of Opportunity for Hearing. Additionally, on October 31, 2002, Complainant issued an Administrative Order for Compliance to Respondent requiring Respondent to file a Class 1 permit application with the Kansas Department of Health and Environment (KDHE).

The Complaint served as notice that Complainant had reason to believe that Respondent (Palmer Mfg. and Tank Inc.) had violated Section 110 of the CAA, U.S.C. § 7410, and Kansas Administrative Regulations (K.A.R.) 28-19-500 to 28-19-563, part of the applicable State Implementation Plan, and as notice of Complainant's intent to issue an order assessing penalties for such violations. A proposed civil penalty was set forth in the Complaint for such violations.

The parties entered into negotiations in an attempt to resolve the allegations of the Complaint; the Consent Agreement set forth below is the result of such negotiations with Respondent.

B. CONSENT AGREEMENT

The Complainant and Respondent hereby agree as follows:

1. For the purposes of this proceeding, Respondent admits the jurisdictional allegations of the Complaint, and neither admits nor denies the factual allegations of the Complaint.
2. Respondent waives its right to contest the allegations of the Complaint and its right to appeal the Final Order accompanying this Consent Agreement.
3. Respondent and Complainant agree to settle this matter without the necessity of a formal hearing and to bear their respective costs and attorneys' fees.
4. Respondent has complied with the requirements of the Administrative Order for Compliance by filing a Class I permit application with KDHE. Respondent certifies that by the signing of this Consent Agreement and Final Order that to the best of Respondent's knowledge, it is presently in compliance with the requirements of Section 110 of the CAA, U.S.C. § 7410, and Kansas Administrative Regulations (K.A.R.) 28-19-500 to 28-19-563.
5. EPA has considered the appropriateness of the penalty pursuant to Section 113 of the CAA, 42 U.S.C. § 7413, and has determined that Respondent shall pay a mitigated penalty of Thirty Thousand, Five Hundred and Twenty Five Dollars (\$30,525.00) for settlement of the violations set forth in the subject Complaint, and shall perform two Supplemental Environmental Projects ("SEPs") as set forth in Paragraphs C.2 through C.8 of the Final Order, and as described in Appendix A to this Consent Agreement and Final Order.
6. The SEPs are intended to reduce the generation of pollutants, the likelihood of pollutants being released to the environment and/or that will contain pollutants that may be accidentally released to the environment. Specifically, Respondent agrees to purchase and use specific equipment to reduce Hazardous Air Pollutant (HAP) emissions (estimated cost of

\$127,994), and to construct a new sand blast shop that will contain other particulate emissions (estimated cost of \$491,290). The total required expenditures for the agreed to SEPs are \$619,284 (Total SEP Expenditure). Respondent has proposed and agreed to undertake the SEP in consideration of the violations of the CAA alleged by EPA in the Complaint. The parties agree that the satisfactory completion of the SEPs according to the terms set forth in the Consent Order will qualify the SEPs as a "pollution reduction" or "pollution prevention" projects, as set forth in the EPA SEP guidance (EPA Supplemental Environmental Projects Policy, May 1998)

7. The performance of the SEPs according to the terms set forth in the Consent Order below shall not relieve Respondent of its responsibility to comply with other applicable state and/or federal statutory and regulatory requirements.

8. In addition to the agreement to pay the civil penalty set forth in Paragraph B.5, above, Respondent agrees to pay any stipulated penalties for failure to perform the SEPs, as set forth in Paragraphs C.9 and C.10 of the Final Order, below. No portion of Respondent's payment of civil penalties and/or stipulated penalties under this Consent Agreement and Final Order shall be claimed by the Respondent as a deduction for federal, state, or local income tax purposes.

9. Respondent hereby certifies that, as of the effective date of this Consent Agreement and Final Order, Respondent is not required to perform or develop the SEPs by any federal, state or local law or regulation; nor is Respondent required to perform or develop the SEP by agreement, grant or as injunctive relief in this or any other case or in compliance with state or local requirements. Further, Respondent agrees that whenever it publicizes a SEP, or the results of the SEP, in formal writings, which shall not include catalogs, product brochures or other similar sales information, it shall state in a prominent manner that the SEP is being undertaken as part of the settlement of the Complaint.

10. Notwithstanding any other provision of this Consent Agreement and Final Order, EPA reserves the right to enforce the terms of the Final Order by initiating a judicial or administrative action under Section 113 of the CAA, 42 U.S.C. § 7413, and to seek penalties against Respondent in an amount not to exceed twenty-seven thousand, five hundred dollars (\$27,500) a day per violation pursuant to Section 113 of the CAA, for each day of non-compliance with the terms of the Final Order, or to seek any other remedy allowed by law.

11. Payment of the civil penalty as set forth herein shall satisfy all claims arising out of the facts alleged in the Complaint. Respondent consents to the issuance of the Final Order set forth below and consents to the payment of the civil penalty as set forth in this Consent Agreement and Final Order. Compliance with the terms of this Consent Agreement and Final Order (Full payment of the penalty in Paragraph B.5, above) satisfies and resolves Respondent's liability for Federal civil penalties for the violations and facts alleged in the Complaint.

12. Respondent understands that failure to timely pay any portion of the civil or stipulated penalties required by the Final Order, may result in the commencement of a civil action in Federal District Court to recover the full remaining balance, along with penalties and accumulated interest. In such case, interest shall accrue thereon at the rate determined by the Secretary of the Treasury (two percent (2%) per annum for the period January 1, 2003 through December 31, 2003) on the unpaid balance until such civil penalty and any accrued interest are paid in full. Additionally, as provided by 31 U.S.C. § 3717(e)(2), a six percent (6%) per annum penalty (late charge) may be assessed on any amount not paid within ninety (90) days of the due date.

13. This executed Consent Agreement and Final Order shall be filed with the Regional Hearing Clerk, U.S. Environmental Protection Agency, 901 N. 5th St., Kansas City, Kansas

66101.

14. This agreement may be signed by EPA and Respondent in part and counterpart. This Consent Agreement and Final Order may be executed by EPA upon receipt from Respondent of a telefaxed signature page. Upon its execution, a copy of the executed agreement shall be sent by telefax and certified mail to Respondent. Respondent agrees that the original Consent Agreement and Final Order signed by Respondent shall be transmitted by overnight mail to Howard C. Bunch, Assistant Regional Counsel, U.S. Environmental Protection Agency, Region VII, 901 N. 5th St., Kansas City, Kansas 66101. Upon EPA's receipt of the signed original from Respondent, the original signature page signed by Respondent shall be filed with the previously executed copy with the Regional Hearing Clerk. This Consent Agreement and Final Order is effective upon signature by Region VII's Regional Judicial Officer.

C. FINAL ORDER

Pursuant to the authority of Section 113 of the CAA, 42 U.S.C. § 7413, and according to the terms of the Consent Agreement set forth above, IT IS HEREBY ORDERED THAT:

PAYMENT OF CIVIL PENALTY

1. Within thirty (30) days of the effective date of this Final Order, Respondent shall pay a mitigated civil penalty of \$30,525.00. Payment shall be made by cashier's check or certified check made payable to "Treasurer of the United States" and remitted to:

Regional Hearing Clerk
United States Environmental Protection Agency
Region VII
c/o Mellon Bank
P.O. Box 360748M
Pittsburgh, Pennsylvania 15251

The Respondent shall reference the Docket Number, CAA-7-2003-0006, on the check.

2. Failure to pay any portion of the civil penalty on the date the same is due may result in the commencement of a civil action in Federal District Court to collect said penalty, along with interest thereon at the rate established pursuant to 31 U.S.C. § 3717 and 4 C.F.R. § 103.13(c).

SUPPLEMENTAL ENVIRONMENTAL PROJECTS

3. The Respondent shall perform two Supplemental Environmental Projects ("SEPs"). First, Respondent shall install acetone and toluene recyclers and two (2) mechanically applied non-atomizing sprayers (Riber-Tech Guns and Equipment). Second, Respondent shall construct a new Sandblast building constructed to minimize particulate emissions (PM10). The technical specifications for both SEPs are set forth in detail in the bid specifications within Appendix A to this Consent Agreement and Final Order. Respondent shall expend a minimum of \$618,573 (Total SEP Expenditures) to perform the SEPs outlined in Paragraphs C.4 through C.8, below. Approvable costs shall only include reasonable costs directly related to the design and implementation of the SEPs.

4. Within thirty (30) days of the effective date of this Consent Agreement and Final Order, Respondent shall finalize a contract for the installation of new acetone and toluene recyclers and for two (2) mechanically applied non-atomizing sprayers (Riber-Tech Guns and Equipment). Within ten (10) days of execution of this contract, Respondent shall submit a copy of the contract to EPA. Within ninety (90) days of the execution of the contract(s) for the installation of this equipment, Respondent shall complete installation of this equipment and shall commence full operation of this equipment. The contract and installation of the recyclers and non-atomizing sprayers shall be consistent with the specifications set forth in Appendix A to this Consent Agreement and Final Order.

5 . Within sixty (60) days of the effective date of this Consent Agreement and Final Order, Respondent shall finalize a contract for the construction of a new Sandblast Shop that is designed and equipped to reduce particulate emissions (PM10) from its operation. Within ten (10) days of execution of this contract, Respondent shall submit a copy of the contract to EPA. Within eighteen (18) months of the effective date of this Consent Agreement and Final Order, Respondent shall complete construction of the new Sandblast Shop and shall commence full operation of the building. The contract and installation of the new Sandblast Shop shall be consistent with the specifications set forth in Appendix A to this Consent Agreement and Final Order.

6. Within thirty (30) days of completion of the installation of each SEP, Respondent shall provide EPA a written SEP Interim Report that provides, at a minimum, the following information:

- a. For each SEP, receipts and/or invoices documenting that Respondent has timely purchased and installed the necessary equipment and/or materials to carry out the SEP, along with a statement that provides a separate itemization of labor and equipment costs; and
- b. For each SEP, a discussion of any deviations from the technical specifications set forth in Appendix A to this Consent Agreement and Final Order; and
- c. For each SEP, the date(s) that full operation of the SEP commenced.

7. Within forty-five (45) days after EPA receives the documentation set forth in the SEP Interim Report, EPA shall either (a) accept the documentation as indicating that the particular SEP was satisfactorily completed and that the required expenditures were made; (b) reject the documentation and demand payment of stipulated penalties as provided in Paragraphs C.9 and

C.10, below; and/or (c) request additional information from Respondent to determine whether the SEP was satisfactorily completed and/or the SEP expenditures are approvable.

8. For each SEP, Respondent shall operate the SEP (new acetone and toluene recyclers, non-atomizing spray guns and new Sandblast shop) for a minimum of one (1) year after commencement of operation of each SEP (as documented in each SEP Interim Report). Within thirty (30) days of the first (1st) annual anniversary of the commencement of operation of each SEP project, Respondent shall submit to EPA a written Final SEP Report for each project. Each Final SEP Report shall include, at a minimum, the following information:

- a. A statement of the actual costs of performing the SEP for the year's operation, including start-up costs;
- b. A statement whether the SEP was operated for the full year, and identifying any period of time the SEP was not operated as part of Respondent's production operations;
- c. An evaluation of the effectiveness of each SEP. This evaluation shall include, but not be limited to, the following information:
 - i. For the new recyclers and spray guns, a narrative description and calculation of the amount of acetone/toluene recycled and the amount of reduction in styrene emissions from spray applications for the year's operations. These amounts shall be compared to the calculated amount of waste acetone/toluene generated and the amount of styrene emitted (via the prior spray nozzles) for the year prior to commencement of operation of the SEP; and
 - ii. For the new Sandblast shop, a narrative description and calculation of the amount of particulate matter (PM10) captured for the year's operations. This amount shall be compared to the calculated amount particulate matter emitted for

the year prior to commencement of operation of the SEP.

- d. A narrative discussing whether or not Respondent will continue to operate the SEP(s), and any benefits to Respondent from continued operation of the SEP(s).

STIPULATED PENALTIES FOR NON-PERFORMANCE OF SEPs

9. For non-performance of the SEPs described in Paragraphs C.3 through C.8, above, at EPA's sole discretion, EPA may demand and Respondent shall pay stipulated penalties as follows:

- a. For failure to timely contract and/or satisfactorily complete and/or implement either SEP project, as set forth in Paragraphs C.3 through C.8, above, EPA may demand and Respondent shall pay a stipulated penalty in the amount of \$500.00 per day for each day that such contracts and/or completion and/or implementation of the project(s) are delayed or avoided, not to exceed \$137,362.
- b. For full and satisfactory completion of both SEPs, but failure to expend at least 90% of the required combined costs of both SEPs (\$619,284, Total SEP Expenditures), EPA may demand and Respondent shall pay a stipulated penalty in the amount of \$22,894.
- c. For failure to timely submit the required SEP Interim Reports and/or Final SEP Reports, EPA may demand and Respondent shall pay a stipulated penalty of \$100 per day for each day the Reports are delayed, not to exceed \$137,362.
- d. For failure to contract for and/or satisfactorily complete either SEP and/or failure to submit the required SEP Completion Reports and/or Final SEP Reports within ninety (90) days of the deadlines required by Paragraphs C.3 through C.8,

above, EPA may demand and Respondent shall pay a stipulated penalty in the amount of \$137,362.

10. The total amount of stipulated penalties required by Paragraph C.9 shall not exceed \$137,362. Respondent shall pay any stipulated penalties within thirty (30) days after the date of receipt of a written demand from EPA for payment. The method of payment shall be in accordance with the provisions of Paragraph C.1, above. Interest and penalty on any failure to pay a demanded stipulated penalty shall also be calculated in accordance with Paragraph C.1, above.

11. All documents which Respondent is required to submit under this Consent Agreement and Final Order shall be submitted to:

Ms. Lynn Slugantz
Environmental Engineer
U.S. Environmental Protection Agency Region VII
901 N. 5th Street
Kansas City, Kansas 66101

12. EPA shall submit any notices or correspondence related to this Consent Agreement and Final Order to:

Cecil O'Brate
Registered Agent for Service
Palmer Tank and Manufacturing, Incorporated
2814 W. Jones Avenue
Garden City, KS 67846-0000

PARTIES BOUND

13. This Final Order shall apply to and be binding upon EPA and Respondent and Respondent's agents, successors and/or assigns. Respondent shall ensure that all contractors,

employees, consultants, firms or other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this Consent Agreement and Final Order.


TERMINATION

14. This Order shall terminate upon Respondent's receipt of written notification from EPA that all Respondent's obligations under this Order have been satisfactorily completed.

SIGNATORIES

15. Each signatory to this Agreement and Final Order certifies that he or she is fully authorized to enter into, and bind the respective parties, to the terms and conditions of this Consent Agreement and Final Order.

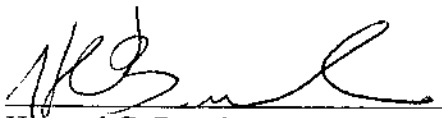
For the Respondent:

 4-10-03
Cecil O'Brate, President
Palmer Mfg. and Tank, Inc.
2814 W. Jones Avenue
Garden City, KS 67846-0000
Date


Docket No. CAA-7-2003-0006
Signatures, Con't

For the Complainant:

The United States Environmental Protection Agency

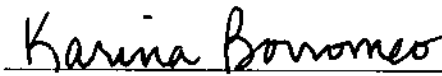

Howard C. Bunch
Senior Assistant Regional Counsel

4/10/03
Date


William A. Spratlin, Director
Air, RCRA and Toxics Division

4/11/03
Date

IT IS SO ORDERED. This Final Order is effective immediately.


~~Robert L. Patrick, Esq.~~
Regional Judicial Officer
Karina Borrromeo

4/14/03
Date

CERTIFICATION OF SERVICE

I certify that the original and one true copy of the foregoing Consent Agreement and Final Order were hand-delivered to the Regional Hearing Clerk, U.S. Environmental Protection Agency, 901 North 5th Street, Kansas City, Kansas 66106; and a true and correct copy of the foregoing Consent Agreement and Final Order were mailed by the means noted on this _____ day of _____, 2003, to:

Cecil O'Brate
Registered Agent for Service
Palmer Tank and Manufacturing, Incorporated
2814 W. Jones Avenue
Garden City, KS 67846-0000

The Honorable William B. Moran
Administrative Law Judge
United States Environmental Protection Agency
Office of Administrative Law Judges

Appendix A



F.A. INTERNATIONAL, INC.
**FIRST AMERICAN SAFETY AND ENVIRONMENTAL
 CONSULTING SERVICES**

President
 Frank J. Cull, P.E., CSP December 27, 2002

Mr. Steven O'Brate
 Palmer Mfg. & Tank, Inc.
 P.O. Box 1195
 Garden City, KS 67846

RE: Suggestions for Supplemental Environmental Projects

Mr. O'Brate,

After our visit with the representatives of the United States Environmental Protection Agency (EPA) on December 17, 2002 where it was suggested by Mr. Bunch and Ms. Shugantz that the proposed penalty to Palmer Mfg. & Tank, Inc. could be reduced by implementing Supplemental Environmental Projects that would either increase air, water or waste pollution control or improve air, water, or waste pollution prevention at the 2814 Jones Avenue location of Palmer Mfg. & Tank, Inc., I reviewed the environmental implications of all of the production operations at the tank manufacturing facility on Jones Avenue. After this review, I would suggest the following to be considered as possible Supplemental Environmental Projects in future negotiations with EPA.

1. A solvent recovery system could be constructed to reduce the quantities of acetone and toluene used. Currently, based on purchase records, Palmer Mfg. And Tank, Inc. has a Potential-to-Emit (PTE) of 25 t/y of acetone and 23.81 t/y of toluene. It is estimated that more than 50% of the acetone and 80% of the toluene could be recovered which would significantly reduce these emissions as they are figured on a one-to-one basis in terms of solvent losses to emissions.
2. Consistent with the above, a solvent use reduction program could be implemented in both the fiberglass and paint shops. This program could consist of:
 - a. Substituting a non-hazardous low emission cleaner for the acetone and the toluene where possible.
 - b. Limit the amount of solvent issued.
 - c. Purchase self-closing containers to used for soaking and cleaning tools.
 - d. Train personnel how to use the substitute low emission cleaners effectively.

Mailing Address
 P.O. BOX 60841
 MIDLAND, TEXAS 79711

Office (915) 333-2255
 Toll Free (877) 872-4670
 Fax (915) 333-3317

Physical Address:
 817 CENTRAL DRIVE
 ODESSA, TEXAS 79761

EXHIBIT

tabbles
 1



- e. Train workers how to prevent unnecessary solvent emissions using proper cleaning techniques when using solvents.

The actual amount of emission reduction will show in the reduction in purchases of the acetone and the toluene.

3. The high styrene emission chopper spray guns currently in use in the fiberglass manufacturing operations could be converted to the far less emission producing Fluid Impingement Technology (mechanically applied non-atomizing). Based on the UEP tables this could reduce emissions by nearly 62% (assuming a 45% styrene concentration in spraying operations which are 90% of the fiberglass production operation - mechanically atomized non-vapor suppressed application = 283 lbs of styrene emissions per ton of resin used vs. 108 lbs of styrene emissions per ton of resin used during mechanically non-atomized non-vapor suppressed resin application). Based on a PTE of 106.54 t/y for total styrene emissions with 90% of the emissions generated from spraying applications, this conversion could result in a reduction of styrene emissions by 59.29 t/y.
4. A controlled resin-spraying program could be implemented that further reduce styrene emissions as well as result in a reduction of the amount of resin used during the spray-up process. A controlled resin spraying program would include:
 - a. Developing procedures for determining the minimum fluid tip pressure for any combination of spray equipment, materials, or conditions.
 - b. Operators training to teach operators how to control fluid tip pressures consistent with data developed above.
 - c. Over-spray containment flanges to prevent the loss of chop and resins due to over-spray.

The actual reductions in raw materials would have to be measured to determine the reductions in emissions.

5. A sand blast shop could be built to prevent the emissions of PM₁₀ from the sandblasting operations currently conducted out in the open yard. A sand blast shop with a cyclone dust collection system that has a capture efficiency rating of 80% would reduce the PTE for the emission of PM₁₀ from the sandblast operations to 10.7 t/y from 53.48 t/y or a reduction in emissions of 42.73 t/y.

EXHIBIT

" 2 "

tabbies



6. In light of the fact that not all fiberglass tank construction can be done with vapor suppressed resins due to the poor lamination qualities of vapor suppressed resins and that this is an industry wide problem resulting in a substantial generation of additional styrene emissions through-out the entire country, Palmer Mfg. And Tank, Inc. could offer to make its fiberglass facility (FC-2) available at no cost for a program of actual onsite testing of various lamination procedures related to the use of vapor suppressed resins. Such a testing program could be conducted in association with the Composite Fabricators Association (CFA), BPA, KDHE and area colleges and Universities.

Since, it is my understanding that a dollar figure for these SEP's is needed for discussions with EPA, I recommend that quotations be requested from local construction firms for construction of the sandblast shop. I understand that Bobit Associates Environmental Systems has quoted a cyclone dust collection system for the sandblast building, Ribertech of Austin, TX has supplied information and prices on the Fluid Impingement Technology and operator training, and that Solvent Recovery Systems, Inc. has provided prices on the acetone and toluene recovery equipment.

If you should have any questions regarding these suggestions, please do not hesitate to contact me toll free at (877) 872-4670.

Sincerely;

FRANK J. CALI.

Frank J. Call

Frank Cell, P.E., CSP

FJC/18

EXHIBIT

" 3 "



ORDER NUMBER: 0043589
ORDER DATE: 12/23/2002

CUSTOMER NO: 06-PALMERK

SOLD TO:
PALMER MANUFACTURING - KANSAS
2814 W. Jones
Garden City, KS 67846

SHIP TO:
PALMER MFG. & TANK
2814 W. Jones

CONFIRM TO:
Steve O'Brate

Garden City KS 67846
Customer Phone #: (620) 275-7461

CUSTOMER P.O. QUOTE ONLY		SHIP VIA CC	TERMS Net 30	ORDER TAKEN BY RR/PS		
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
TRAVEL & EXPENSES -- 2 PERSONS						6,000.00

**** HAPPY NEW YEAR FROM RIBER-TECH ****

Net Order: 104,344.40
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Order Total: 104,344.40



PROPOSAL

FROM: **ENERGY MANAGEMENT SYSTEMS**
12560 WEST RIVER ROAD
HOLCOMB, KS 67861
620-277-0361 / FAX 620-277-0894

PROPOSAL # **37623**
SHEET# **1**
DATE: **01/02/03**

PROPOSAL SUBMITTED TO:

NAME: **PALMER MFG.**
STREET: **WEST HWY. 50**
CITY: **GARDEN CITY**
STATE: **KANSAS** ZIP CODE: **67846**
TELEPHONE: **275-7461** FAX:

WORK TO BE PERFORMED AT:

CITY: **GARDEN CITY**
STATE: **KANSAS**
DATE OF PLANS: **01/02/03**
DESIGNED BY: **SG**

WE PROPOSE TO FURNISH MATERIALS AND PERFORM LABOR FOR THE COMPLETION OF THE WORK DESCRIBED:

DESIGN, AND INSTALL AN UNDER-FLOOR-HEATING SYSTEM IN A 50' X 125' X 30' SHOP BUILDING, WITH R-10 INSULATION IN THE CEILING AND R-10 IN THE WALLS, TO INCLUDE: 2-262,000 BTUH "PENCO" BOILERS, APPROX. 6,250' OF 3/4" CROSSLINKED POLYETHELENE TUBING, MANIFOLDS, PUMPS, EXP. TANK, AIR PURGER, FLOW METER, GLYCOL INJECTION SYSTEM, FLUE PIPE, AND ADDITIONAL VALVES, FITTINGS, PARTS AND LABOR FOR INSTALLATION.

F.O.B.	\$17,529.38
SALES TAX	807.72
TOTAL	\$18,337.10

NOT INCLUDED IN THE ABOVE PROPOSAL IS RUNNING GAS OR ELECTRIC LINES TO BOILER, OR APPROX. 100 GALLONS OF ANTI-FREEZE. ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH PLANS AND SPECIFICATIONS SUBMITTED FOR ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER.

WITH PAYMENTS TO BE MADE AS FOLLOWS: **25% DOWN, 25% AT COMPLETION OF TUBING INSTALLATION**
NET ON COMPLETION

ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE UPON ABOVE WORK. WORKMENS COMPENSATION AND PUBLIC LIABILITY INSURANCE ON ABOVE WORK TO BE TAKEN OUT BY ENERGY MANAGEMENT SYSTEMS.

RESPECTFULLY SUBMITTED BY: 

FOR: **ENERGY MANAGEMENT SYSTEMS**

THIS PROPOSAL MAY BE WITHDRAWN BY US, IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL:

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

ACCEPTED BY: _____

DATE: _____

EXHIBIT

tabbies



Solvent Recovery Systems, Inc.

December 30, 2002

Mr. Steve O'Brate
Palmer Manufacturing & Tank, Inc.
2814 West Jones Ave.
Garden City, KS 67846

Dear Steve:

Sorry for the delay. I did not return to the office until last Friday.

Special quote as follows on the Acetone Recyclers.

MODEL	TANK	VOLTS/AMPS	COST	SPECIAL NET
B-10	10 gal.	120/18	\$ 8,900	\$ 7,750
B-55	55 gal.	240/31 (B-80 set-up)	\$19,900	\$17,900

If both units are purchased, an additional \$1,000 per unit can be deducted. The net for both units would be \$23,650.

Bags and Supplies: (\$500 value) NO CHARGE

F.O.B.: Orange Park, FL

I look forward to hearing from you.

Regards,


Bernie Harris

EXHIBIT

tabbies

BOBIT ASSOCIATES
ENVIRONMENTAL SYSTEMS
INC.

FAX TRANSMISSION

TO: PALMER MFG. DATE: 12/27/02

ATTENTION: GERALD BILKMAP FAX # 1-620-275-7464

FROM: Bill Bobbitt NUMBER OF PAGES: 10

IF YOU ARE NOT RECEIVING CLEARLY, OR IF YOU HAVE ANY PROBLEMS
WITH THE TRANSMISSION, PLEASE CALL US IMMEDIATELY AT
(316) 722-7999

SUBJECT: QUOTATION REQUESTED IS ENCLOSED.
HARD COPY MAILED TODAY.

SINCERELY

Bill Bobbitt

URGENT _____ REPLY REQUIRED _____

PAGE 1 OF 10 NO REPLY NEEDED _____

* 2305 N. HIGH POINT CIRCLE • WICHITA, KS 67205 • (316) 722-7999 • FAX (316) 722-0503
407 N.E. COUNTRY LANE • LEE'S SUMMIT, MO 64086 • (816) 525-7314 • FAX (316) 525-9271

EXHIBIT

" 8 "

BOBIT ASSOCIATES, INC.
ENVIRONMENTAL SYSTEMS

December 27, 2002

Palmer Manufacturing
2814 W. Jones Avenue
Garden City, Kansas 67846

Attention: Mr. Gerald Bilknap

SUBJECT: DUST CONTROL/SAND BLASTING ROOM

Dear Mr. Bilknap:

This will confirm our recent conversation and your request for dust control in a proposed sand blasting room.

CONDITIONS: AS DESCRIBED

1. Operators wear air hoods.
2. Operation is currently done outside of plant.
3. Tanks vary in diameter and length.
4. Propose room is 40' wide x 100' long x 20' in height.
5. Dust must be contained, filtered and air returned to the plant.

REQUEST FOR CYCLONE DUST COLLECTION.

Note: Air can be blown 40 to 50 feet. It cannot be sucked two feet. Enclosed are charts 1 & 2 from the "Industrial Ventilation Guide" that demonstrates the problem with airflow. Three thousand CFM in an 8" diameter hose drops to 240 CFM just one diameter (8") from the entrance of your duct. Therefore in order to maintain control of the dust being generated we must push the particulate toward the suction (capture point) at the dust collector.

Filter I dust control systems use a push pull method that we call regain air systems. This principle is used in our BenchTron tables and regain air booths (see enclosed literature) that we have been supplying to the aircraft industry for over ten (10) years with excellent control results.

Drawing #1 illustrates your room with the dust collector sections and the regain air installed as part of your room.

Drawing #2 illustrates a 20' section with hoppers and barrels for dust collection and easy removal.

Drawing #3 illustrates the 10' section with the regain air plenum.

2305 N. HIGH POINT CIRCLE • WICHITA, KS 67205 • (316) 722-7999 • FAX (316) 722-0503
407 N.E. COUNTRY LANE • LEE'S SUMMIT, MO 64086 • (816) 525-7314 • FAX (816) 525-9271
VISIT US ON THE WEB AT: www.bobitassociates.com

EXHIBIT

tabbles

" 9 "

The regain air feature allows us to offer control with less CFM suction. The cleaned air is returned to the room so that treated (heated) air is not exhausted to the outside.

We estimate that it will take four (4) ten foot sections (one for each 25' section) and **We Are Pleased to Quote As Follows:**

Four (4)	Model DC-10-16-7.5 Dust Collector Sections, 10' wide with regain air plenums as per specifications listed.	
	List Price	\$20,830.00 each
	Special Pricing	\$18,330.00 each section

TERMS: Installation by Purchaser. Bobit Associates to supply two (2) days of Supervisory instructions and start-up
Net 30 days
FOB: Factory, Garland, Texas
Delivery: Eight (8) Weeks
One-Year Warranty

Enclosed is a list of installations we have completed over the years and names of end user can be supplied at your request.

We trust that we have interpreted your requirements correctly and look forward to reviewing your needs with you in person. We are equipped to customize your need and do offer turnkey service if you desire.

Your interest in our products and services is appreciated and we look forward to working with you to solve this problem.

Sincerely,

BOBIT ASSOCIATES INC.

William Bobbitt

William Bobbitt

/mb

Enclosures

122002PalmerMfg.CACBA

EXHIBIT

" 10 "

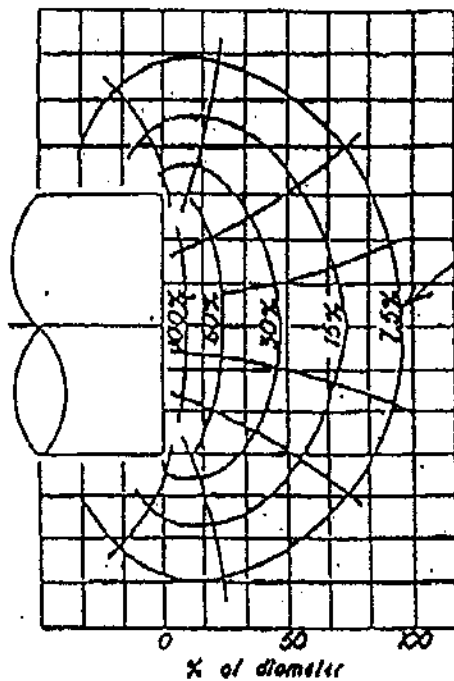


CHART 1

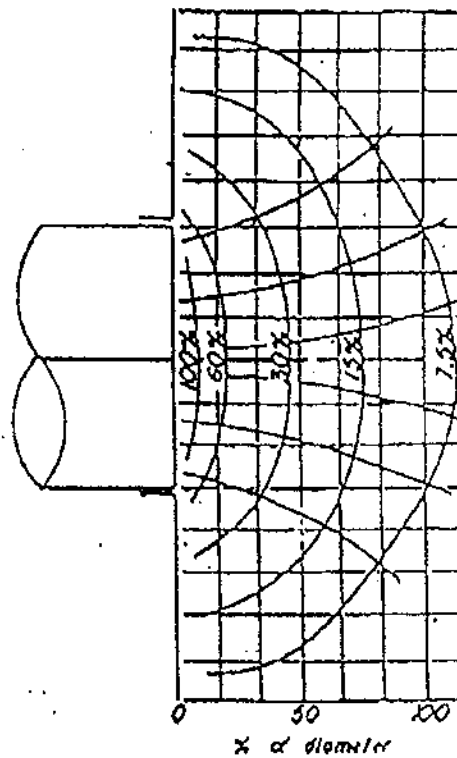
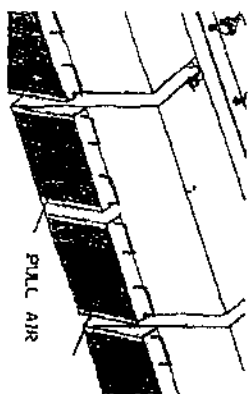
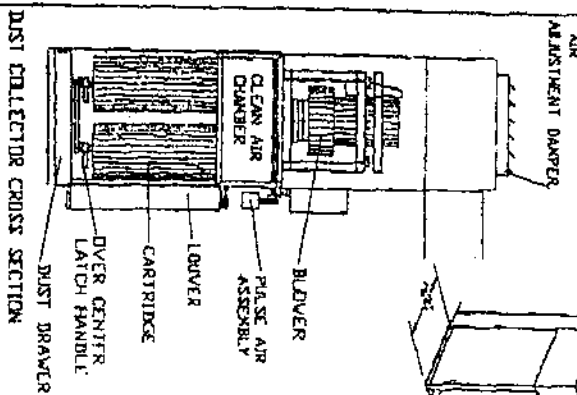
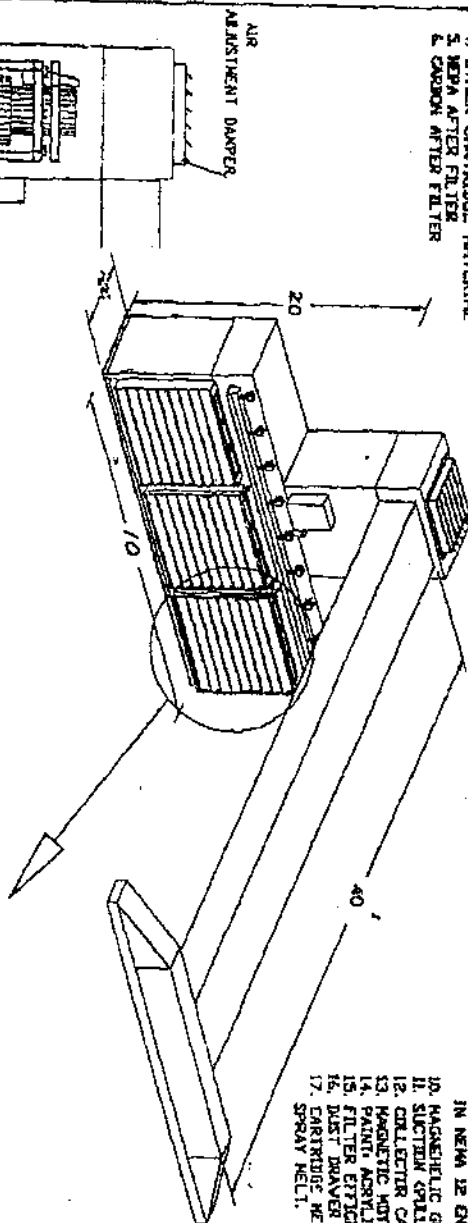


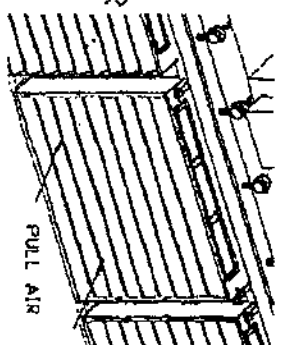
CHART 2

- OPTIONS:
STEEL GRINDING OR WELDING OR HIGH SPARKS
1. TEXAS TWISTER LIDDER
2. HI-TEMPERATURE CUT-DEP
3. FINE SPRINKLER FITTING
OTHER OPTIONS:
1. OFF LINE CLEAN
2. COMPRESSED AIR FILTER-
REGULATOR
3. ELECTRICAL DISCONNECT
4. OTHER CARTRIDGE MATERIAL
5. MEDIA AFTER FILTER
6. CARBON AFTER FILTER

- SPECIFICATION
1. NUMBER OF CARTRIDGES 16
2. CARTRIDGE SIZE 12.75" x 30"-275 SQ. FT.
3. TOTAL FILTER AREA 4600 SQ. FT.
4. NUMBER OF MATERIAL VALVES 8
5. NUMBER OF FILTER VALVES 8
6. COMPRESSED AIR USED .75 SCF/PULSE AT 100 PSI
7. AIR VOLUME 10,000 CFM
8. BLUVER SIZE 1/2" HP-280/460V-TEST ON ISOLATED MOTOR MOUNTS.
9. AUTOMATIC TIMER OPERATED SELF CLEANING SYSTEM
IN NEW 12 ENCLOSURE
10. MAGNETIC GUIDE FOR FILTER STATUS
11. SUCTOR ORILL AIR VLOCITY 150 FPM
12. COLLECTOR CABINET 12 GAGE STEEL
13. MAGNETIC MOTOR STARTERS INCLUDED
14. PAINT: ACRYLIC-GULF BLUE
15. FILTER EFFICIENCY 99.9% AT 5 MICRONS AND LARGER
16. DUST DRAWER CAPACITY 3 CUBIC FEET EACH
17. CARTRIDGE MEDIA FINE RETAINANT WITH POLYPROPYLENE
SPRAY BELT.



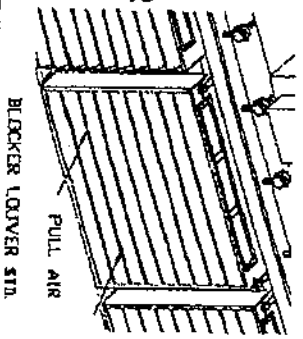
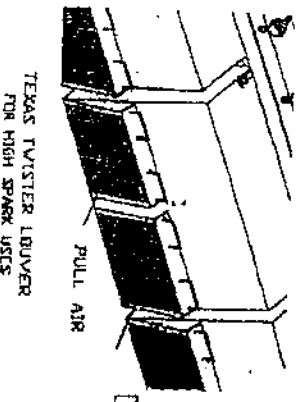
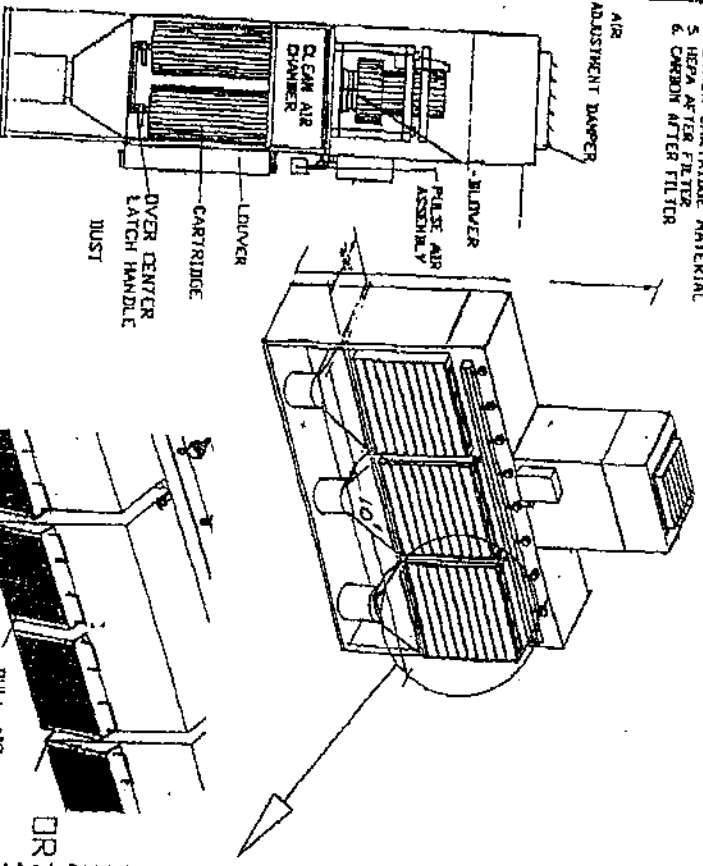
TEXAS TWISTER LIDDER
FOR HIGH SPARK USES



BLOWER LOUVER SIB

FILTER 1	
215 NATIONAL DR	PH: 278-2664
DUSTRON BOOTH	
DC-10-16-75 V/REGAIN	
DATE:	DRAWING: 62215

- OPTIONS:
1. STEEL GRINDING OR WELDING OR HIGH SPARKS
 2. TEXAS TWISTER LIDDER
 3. HI-TEMPERATURE CUT-OFF
 4. FIRE SPRINKLER FITTING
 5. OTHER OPTIONS
 6. OFF LINE CLEAN
 7. COMPRESSED AIR FILTER-REGULATOR
 8. ELECTRICAL DISCONNECT
 9. OTHER CARTRIDGE MATERIAL
 10. HEPA AFTER FILTER
 11. CARBON AFTER FILTER



- SPECIFICATION
1. NUMBER OF CARTRIDGES 16
 2. CARTRIDGE SIZE 12.75" x 30"-275 SQ. FT.
 3. TOTAL FILTER AREA 4,400 SQ. FT.
 4. NUMBER OF DIAPHRAGM VALVES
 5. NUMBER OF PULS. VAL. VLS
 6. COMPRESSED AIR USED 78 SCF/PULS. AT 100 PSI
 7. AIR VOLUME 10,000 CFM
 8. BLOWER SIZE 7.5 HP-230/460V-TEFC ON 150-1500 MOTOR MOUNTS
 9. AUTOMATIC TIMER OPERATED SELF CLEANING SYSTEM
 10. IN NEVA 12 ENCLOSURE
 11. MAGNETIC GUARD FOR FILTER STATUS
 12. SECTION PULL AIR VELOCITY 150 FPM
 13. COLLECTOR CABINET 12 GAGE STEEL
 14. MAGNETIC MOTOR STARTERS INCLUDED
 15. PAINT: MOBILE-GALF BLUE
 16. FILTER EFFICIENCY 99.9% AT 5 MICRONS AND LARGER
 17. BUCKET DUST CONTAINER
 18. CARTRIDGE MEDIA FIRE RETARDANT WITH POLYPROPYLENE SPRAY BELT

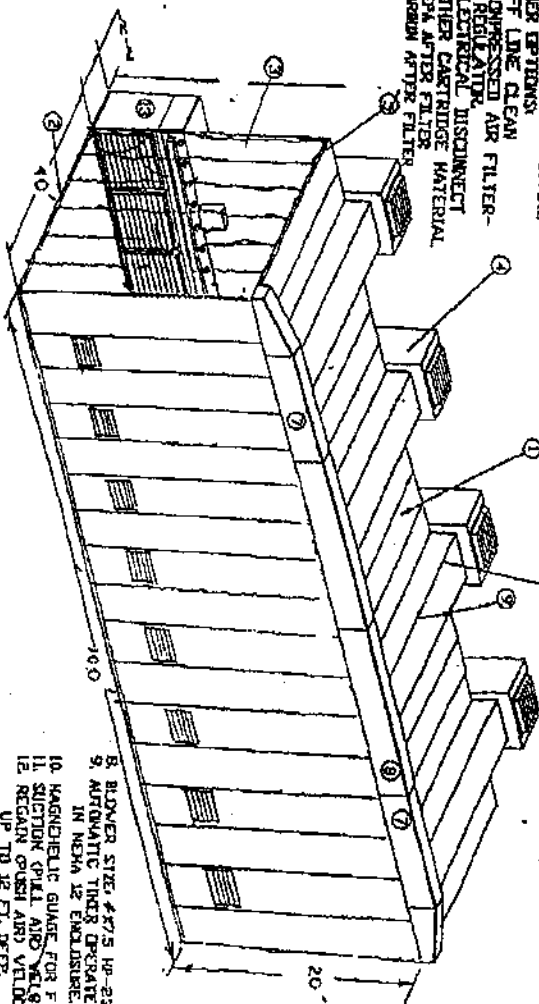
EVERSON ELECTRIC

FILTER 1

DUSTRON BOOTH
DC-10-16-7.5

DESIGNED BY: EVERSON ELECTRIC
DATE: 12/26/2002

- OPTIONS
 1. STEEL GRINDING OR WELDING OR HIGH SPARKS
 2. TEXAS TWISTER LUNGER
 3. HI-TEMPERATURE CUT-OFF
 4. FIRE SPRINKLER FITTING
 5. OTHER OPTIONS
 6. OFF LINE CLEAN
 7. COMPRESSED AIR FILTER-
 8. ELECTRICAL DISCONNECT
 9. OTHER CARTRIDGE MATERIAL
 10. 20A AFTER FILTER
 11. CARBON AFTER FILTER



ITEM	QTY	DESCRIPTION	ITEM	QTY	DESCRIPTION
1	1	CEILING PANEL 24" X 101-3/4" LG	11	1	TOUCH-UP PAINT
2	1	CHANNEL X 144" LG	12	1	DOOR-12-7S
3	1	STRAP CURTAIN	13	1	LIGHTS
4	1	BLOWER EXTENSION	14	1	WALL DEFLECTORS
5	1	CHANNEL X 144" LG			
6	1	DUCT X 150X20X12.75" LG			
7	1	REGAIN PLENUM CASE			
8	1	REGAIN PLENUM CENTER			
9	1	BACK PANEL			
10	1	TECH SERVICE			
11	1	SILICON CARBIDE			

SPECIFICATIONS:
 1. NUMBER OF CARTRIDGES: 64
 2. CARTRIDGE SIZE: 12.75" X 33"-275 SQ. FT.
 3. FLOW RATE: 6000 CFM
 4. NUMBER OF SHAPERS: VALVES: 32
 5. NUMBER OF FILTER VALVES: 32
 6. AIR FLOW: 70 SCFM/POUR
 7. AIR VOLUME: 4 CUBIC FT.

8. BLOWER SIZE: 47.5 HP-230/440V-TEFC ON ISOLATED MOTOR MOUNTS
 9. AUTOMATIC TIMER OPERATED SELF-CLEANING SYSTEM
 10. MAGNETIC GUAGE FOR FILTER STATUS
 11. SUCTION PULP AND VELOCITY: 150 FPM
 12. REGAIN GUSH AND VELOCITY: 200 FPM IN WORKING ZONE
 13. UP TO 12 FT. DEEP
 14. REMAIN AIR ADJUSTMENT: DAMPER: 9% TO 100%
 15. FLAME SPREAD AND SMOKE DEVELOPED RATING: 0-4
 16. LIGHTS: FLUORESCENT FIXTURES WITH GASETTED SEATTLE COVERS
 17. COLLECTOR CABINET: 12 GAGE STEEL
 18. BODY: 14 GAGE GALVANIZED STEEL
 19. MAGNETIC MOTOR STARTERS: 100 AMP
 20. VALVES: 1/2" NPT
 21. FILTER EFFICIENCY: 99.9% AT 5 MICRONS AND LOWER
 22. DUST DRAWER CAPACITY: 2 CUBIC FEET EACH
 23. FILTER MEDIA IS A BLEND OF SYNTHETIC AND NATURAL FIBERS WITH A LAMINATION OF BLEND MIL. PER. PER. EX. AND UL CLASS P FIBER RETENTION TREATMENT.

FILTER
 DUSTRON 301
 DB-100-64 - 301A
 2515 BATTING DR. P.O. BOX 270-2844
 CARROLL, TEXAS 75006 (714) 437-270-2844



BOBIT ASSOCIATES, INC.
ENVIRONMENTAL SYSTEMS

CLEAN AIR CONSULTANTS (CAC) FILTER I

LIST OF CUSTOMERS

Tinker Air Force Base, Oklahoma

Kelly Air Force Base, Texas
Muncie Power Inc., Oklahoma
Kingman Schools, Kansas

Cessna Aircraft, Kansas

LearJet Inc., Kansas

Bunting Magnetics, Inc. Kansas
General Motors, Inc. Kansas

Fairbanks Morse Inc., Kansas

Mercurizer Inc., Oklahoma

Boeing/Rockwell Intl., Oklahoma

Certain-Teed, Kansas

B. F. Goodrich, Tennessee
Federal Express, Tennessee
Delta Airlines, Georgia
Cherry Point, North Carolina
Fibre Grate, Texas

General Electric Co, New York
Lockheed, Maryland
PPG, Tennessee
International Paper, Texas
Gulf Stream, Georgia

American Airlines, Oklahoma

40 Regain Air Booths -Turnkey
45 Regain Air Benches -Turnkey
11 Regain Air Booths -Turnkey
1 Regain Air Bench -Turnkey
Dust Collector Backdraft Hoods
Turnkey
Regain Air Booth - Turnkey
6 Down Draft Benches
5 Down Draft Benches
1 Regain Air Bench
1 Regain Air Booth -Turnkey
1 Regain Air Bench
1 Dust Collector and piping
system - Turnkey
2 Special Regain Air Booths -
Turnkey
2 DownDraft Benches - Turnkey
Special Downdraft Bench -
Turnkey
20' Long Downdraft Bench -
Turnkey
2 Dust Collectors and Piping-
Turnkey
6 Regain Air Booths -Turnkey
1 Regain Air Booth - Turnkey
2 Regain Air Booths -Turnkey
12 Reagin Air Booths - Turnkey
Downdraft Booth and Dust
Collector -Turnkey
Downdraft Benches
3 Regain Air Booths -Turnkey
6 Regain Air Booths -Turnkey
Dust Collector -Turnkey
4 DownDraft Benches 10' long -
Turnkey
Dust Collectors -Turnkey

THIS REPRESENTS ONLY A PORTION OF INSTALLATIONS. REFERENCES, NAMES AND TELEPHONE NUMBERS CAN BE SUPPLIED.

2305 N. HIGH POINT CIRCLE • WICHITA, KS 67205 • (316) 722-7999 • FAX (316) 722-0503
407 N.E. COUNTRY LANE • LEE'S SUMMIT, MO 64086 • (816) 525-7314 • FAX (816) 525-9271
VISIT US ON THE WEB AT: www.bobitassociates.com

EXHIBIT

15

DUSTRON

THE 99.9% EFFICIENT CARTRIDGE DUST COLLECTOR BY FILTER 1 PUSH/PULL WELDING GRINDING/SANDING BOOTH WITH VELOCITIES OF 400/800 FPM

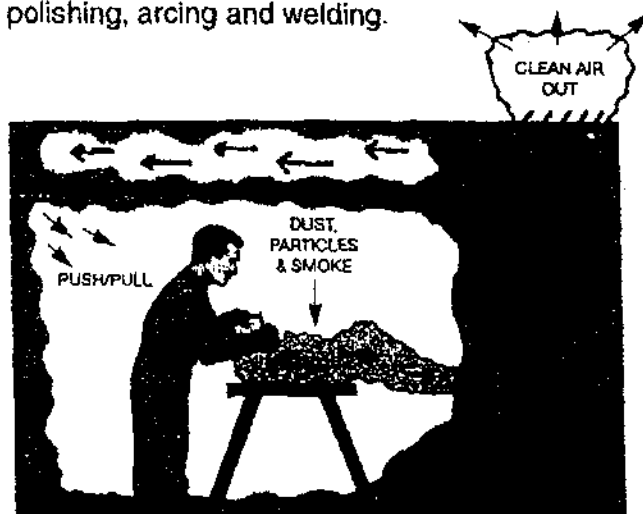
The FILTER ONE DUSTRON is the only booth available which uses the regain of air principle to increase the capture velocity of the air moving through the booth to control the fine particulate being generated by dusty plant operations. The DUSTRON can be used when welding, sanding, grinding, chipping, air arcing, plasma cutting or mixing area being accomplished. This booth gives a well lighted work area where control can be maintained on those operations where dust and/or noise are a problem.

NOISE CONTROL

For noise control, the DUSTRON features a booth working area consisting of:

- 18 Gauge Steel Walls and Ceiling
- Sound Absorbing Mats of Two Inch Fiberglass Compressed to One Inch
- 5 mil. Aluminized Vinyl - impregnated fiberglass Cloth Covering of Mat
- Sealed and Gasketed Dust Tight Fluorescent Lights

These features effectively control noise produced by sanding, grinding, polishing, arcing and welding.



When live sparks are created by grinding on steel or welding, cartridges should be protected by optional spark trap and solid state spark detector.

99.9% EFFICIENT CARTRIDGE COLLECTION

The dust collection section of the booth has the following features:

- 12 Gauge Steel Cabinet
- Cartridges: 12.75" dia. x 30" long - 275 sq. ft.
- Cartridge media: 99.9% efficient in the capture of particles .5 microns and larger
- Automatic Timed Self-Cleaning in NEMA box
- Louvered Inlet to Discourage Dust Migration
- Magnahelic Gauge for Filter Status
- Motor: TEFC 208-230/460, 3 phase 60 cycle
- Solenoid Valves in Prewired Enclosure
- Motor Starter in NEMA Box
- Regain Air Adjustable from 10 to 80%
- Working Area Velocities of 400/800 FPM
- 1/2" NPT Compressed Air Outlets on Header
- No Maintenance, just empty the drawers

With the push/pull regain design of the booth, velocities of 150 to 800 CFM can be easily accomplished.

The timer controlled, automatic self-cleaning system consisting of solenoids, dump valves, and blow-down pipes assures that the booth maintains its capture velocity in the critical work areas.



Distributed by:

BOBIT ASSOCIATES, INC.
2305 N. HIGH POINT CIRCLE
WICHITA, KS 67205
(316) 722-7999
FAX # (316) 722-0503

EXHIBIT

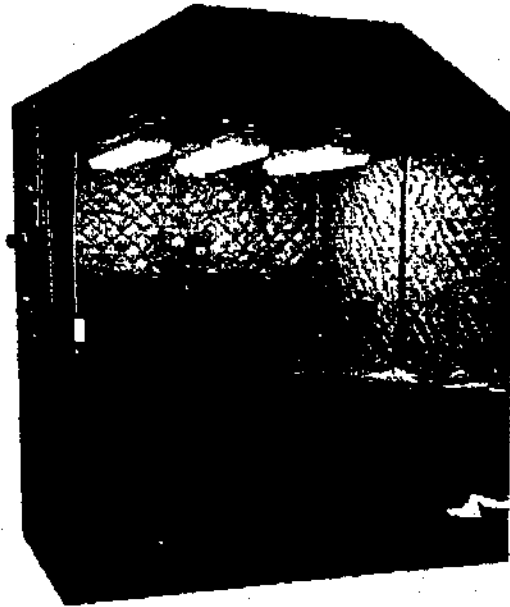
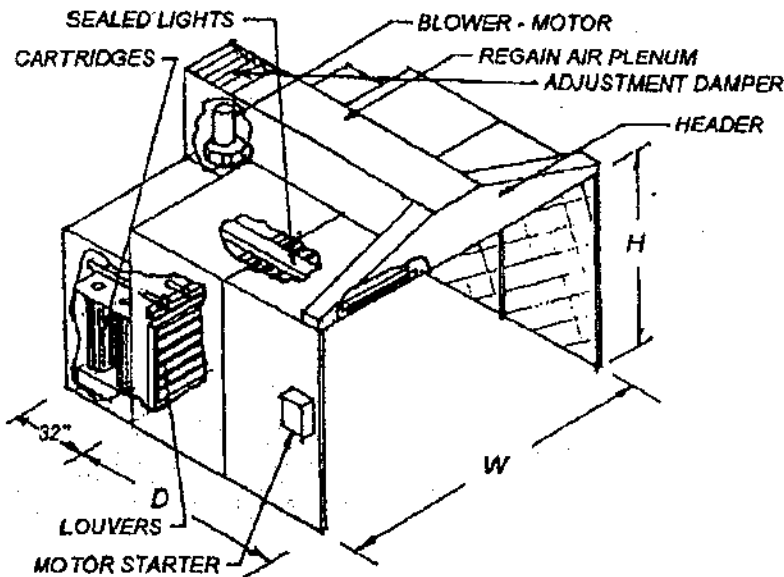
tabbies

26

DUSTRON

THE 99.9% EFFICIENT CARTRIDGE DUST COLLECTOR BY FILTER 1

PUSH/PULL WELDING GRINDING/SANDING BOOTH WITH VELOCITIES OF 400/800 FPM



MODEL	NUMBER CARTRIDGES	BLOWER H.P.	HEIGHT	DIMENSIONS DEPTH	WIDTH	TOTAL FILTER AREA
DB-8-12-7.5	12	7.5	90"	8'	8'	3300 S.F.
DB-10-16-7.5	16	7.5	90"	8'	10'	4400 S.F.
DB-12-18-15	18	15	90"	8'	12'	4950 S.F.
DB-16-24-2x7.5	24	2x7.5	90"	8'	16'	6600 S.F.
DB-20-32-2x7.5	32	2x7.5	90"	8'	20'	8800 S.F.
DB-24-36-2x15	36	2x15	90"	8'	24'	9900 S.F.
DB-30-48-3x7.5	48	3x7.5	90"	8'	30'	13000 S.F.
DB-36-54-3x15	54	3x15	90"	8'	36'	14850 S.F.

SPECIFICATIONS:

Cartridge size:	12.75" diameter and 30" long
Cartridge area:	Each cartridge 275 square feet
Gauge of dust collector cabinet:	12 Ga. carbon steel
Gauge of booth:	18 Ga. carbon steel, Gal.
Blower motor:	208-230/460/60/3 TEFC
Number of valves:	1 per 2 cartridges
Face velocity created by suction:	150 FPM
Face velocity created by regain air:	400/800 FPM
Regain air:	Adjustable from 0-100% of total
Dust drawer capacity:	3 cubic feet each
Lighting:	4 foot fluorescent tubes in sealed covers
Number of light fixtures:	8'-2, 10'-3, 12'-4, 16'-4, 20'-6, 24'-7, 30'-8
Compressed air required:	85-100 PSIG of dry, clean air, 1.2 SCFM per pulse
Motor starter:	Included
Sound control:	2" Fiberglass-compressed and quilted with 5 mil. aluminized vinyl impregnated fiberglass cloth cover

BYFILTER 1

2519 National Dr.
Garland, TX 75041

972-278-2664

800-289-0189

Metro 817-469-7788

FAX 972-278-1810

EXHIBIT

tabbies

"17"



Freedom Electric Inc.
2420 Sherlock Rd.
Garden City, KS 67846
(620) 277-0900
(620) 277-0910

Facsimile transmittal

To:	Steve O'Brate	Fax:	275-7464
From:	Debbie Bower	Date:	12/30/2002
Re:	Sandblasting building	Pages:	2
CC:			
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle			



O'Brate Construction

*Fuel Systems *Concrete Containment
*Concrete Work *Steel Buildings

P O Box 1981, Garden City, KS 67846

Phone: (316) 275-5171 Patrick O'Brate

PALMER MFG. & TANK CO. Inc.

Dec. 25, 2002

2814 W. Jones Ave.

Garden City, Ks. 67846

Attn: Steve

This Bid includes labor & materials to build the following:

1. A 50'x135'x30' high steel building
2. We propose 18" I-beams on 15' centers
3. (4) overhead hoists on travelers
4. Electrical wiring as req'd for hoists and air compressor (compressor not included)
5. 6" heated concrete floor w/ #40 rebar on 24" centers
6. Foundations & columns as per spec's
- 7 Labor to erect bldg. & hang doors
8. (2) 20x50 concrete approaches
9. 2- 12'x12' concrete pads for storage tanks
10. (1) 20x30 steel bldg for the compressor

Total bid price \$ 297,700.00

TERMS: 10% down with signed contract, \$78,000.00 is due upon delivery of bldg,
and the balance is due upon completion of this project.

EXHIBIT

tabbles

" 18 "



FREEDOM ELECTRIC, INC

2420 SHERLOCK ROAD
GARDEN CITY, KANSAS 67846
PHONE: 620-277-0900
FAX: 620-277-0910

DECEMBER 30, 2002

SUBMITTED TO:

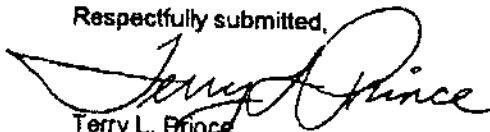
Palmer Tank & Manufacturing
Attn: Steve O'Brate
2814 W. Jones
Garden City, KS 67846

We hereby propose to provide labor and materials to wire the new sandblasting building. All material is guaranteed to be as specified and the above work to be performed in accordance with the specifications submitted for above work for the sum of \$51,932.00 plus sales tax, if applicable.

All work will be done according to the National Electric Code and the City Electrical Code and will be installed in a workman-like manner. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the quotation. All agreements not responsible for any strikes, accidents, acts of nature, or delays beyond our control.

This proposal is valid for 30 days.

Respectfully submitted,



Terry L. Prince
Freedom Electric

TP/db

EXHIBIT

tabbies

"19"